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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8160 1-800-852-3345 Ext. 8160
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Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information
Officer/Director

October 4, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source,** contract amendment (Amendment 18) to an existing Contract (Purchase Order 101844) with HP Enterprise Services, LLC, 5400 Legacy Drive, Plano, Texas 75024 (formerly Electronic Data Systems, LLC) a Delaware corporation, (Vendor 176027), to enable system modifications to New Hampshire's legacy Medicaid Management Information System by increasing the price limitation by an amount not to exceed $2,355,000 from $164,761,557 to $167,116,557 and extending the completion date from February 28, 2013 to May 31, 2013. The Governor and Executive Council approved the original contract on April 28, 1993 (Item #81), and Amendment 17 on December 14, 2011 (Item #76). Funds to support this agreement are available in State Fiscal Year 2013 with authority to adjust amounts between State Fiscal Years if needed and justified.

**05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES**

75% FED 25% GEN

**05-95-95-956010-6147 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS:COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, PROVIDER PAYMENTS**

| State Fiscal Year | Class Object | Class Title | Current Modified Budget | Increase/ (Decrease) | Revised Modified Budget |
|---|---|---|---|---|---|
| SFY 1993 | 102/500731 | Contracts for Program Services | $5,234,570.00 | $0 | $5,234,570.00 |
| SFY 1994 | 102/500731 | Contracts for Program Services | $86,071.00 | $0 | $86,071.00 |
| SFY 1995 | 102/500731 | Contracts for Program Services | $4,604,404.00 | $0 | $4,604,404.00 |
| SFY 1996 | 102/500731 | Contracts for Program Services | $4,824,960.00 | $0 | $4,824,960.00 |
| SFY 1997 | 102/500731 | Contracts for Program Services | $4,930,100.00 | $0 | $4,930,100.00 |
| SFY 1998 | 102/500731 | Contracts for Program Services | $5,038,550.00 | $0 | $5,038,550.00 |
| SFY 1999 | 102/500731 | Contracts for Program Services | $7,898,000.00 | $0 | $7,898,000.00 |
| SFY 2000 | 102/500731 | Contracts for Program Services | $7,898,000.00 | $0 | $7,898,000.00 |
| SFY 2001 | 102/500731 | Contracts for Program Services | $9,778,500.00 | $0 | $9,778,500.00 |
| SFY 2002 | 102/500731 | Contracts for Program Services | $9,311,000.00 | $0 | $9,311,000.00 |
| SFY 2003 | 102/500731 | Contracts for Program Services | $12,733,776.00 | $0 | $12,733,776.00 |
| SFY 2004 | 102/500731 | Contracts for Program Services | $14,260,200.00 | $0 | $14,260,200.00 |

| State Fiscal Year | Class Object | Class Title | Current Modified Budget | Increase/ (Decrease) | Revised Modified Budget |
|---|---|---|---|---|---|
| SFY 2005 | 102/500731 | Contracts for Program Services | $7,786,187.00 | $0 | $7,786,187.00 |
| SFY 2006 | 102/500731 | Contracts for Program Services | $7,929,125.00 | $0 | $7,929,125.00 |
| SFY 2007 | 102/500731 | Contracts for Program Services | $8,329,000.00 | $0 | $8,329,000.00 |
| SFY 2008 | 102/500731 | Contracts for Program Services | $10,299,100.00 | $0 | $10,299,100.00 |
| SFY 2009 | 102/500731 | Contracts for Program Services | $8,838,504.00 | $0 | $8,838,504.00 |
| SFY 2010 | 102/500731 | Contracts for Program Services | $9,000,120.00 | $0 | $9,000,120.00 |
| SFY 2011 | 102/500731 | Contracts for Program Services | $9,258,290.00 | $0 | $9,258,290.00 |
| SFY 2012 | 102/500731 | Contracts for Program Services | $11,266,200.00 | $0 | $11,266,200.00 |
| SFY 2013 | 102/500731 | Contracts for Program Services | $5,456,900.00 | $2,000,000.00 | $7,456,900.00 |
| SFY 2013 | 101/500729 | Medical Payments to Providers | $ 0.00 | $355,000.00 | $355,000.00 |
| TOTAL | | | $164,761,557.00 | $2,355,000.00 | $167,116,557.00 |

## EXPLANATION

This requested action is sole-sourced to HP Enterprise Services, LLC. This extension and the additional funding are necessary to provide for continued support of the legacy NH AIM Medicaid Management Information System including Medicaid claims processing, system maintenance, and fiscal agent business operations support until the new System is ready for implementation. HP Enterprise Services, LLC has been the fiscal agent for the Department of Health and Human Services Medicaid program since 1993 and is responsible for the operation, system maintenance, and modification of the NH AIM system. HP Enterprise Services, LLC is the only technical resource that can maintain the specialized and proprietary operations of the NH AIM legacy Medicaid Management Information System without introducing significant risk that could paralyze the Department's ability to process and pay healthcare providers for services rendered.

Competitive bids were sought for the original Medicaid Management Information System reprocurement and Electronic Data Systems, LLC contract award in 1993. HP Enterprise Services, LLC (Electronic Data Systems, LLC at the time) was the only firm to submit a bid. The Department of Health and Human Services and federal representatives assured themselves at that time that prices quoted by HP Enterprise Services, LLC (then Electronic Data Systems, LLC) were reasonable and fair and were comparable to the HP Enterprise Services, LLC proposals approved in Vermont and Rhode Island for Medicaid Management Information System systems implemented in those states.

This Amendment 18 continues operation of the NH AIM legacy Medicaid claims processing system beyond the completion date of Amendments 17, which ends on February 28, 2013, and extends the contract through to May 31, 2013. Amendment 18 provides for the following:

1. Three additional months of system maintenance, modification, Fiscal Agent operations support and imaged data conversion and other transition activities, from January 1, 2013 through March 31, 2013;

2. One month of Post-Cutover Support to maintain the NH AIM system environment after the new Medicaid Management Information System goes live from April 1, 2013 through April 30, 2013;

3. One month for System termination activities after Post-Cutover for taking down the system and completing delivery of transition deliverables, from May 1, 2013 through May 31, 2013;

Provisions of Amendment 18 allow the Department to establish an earlier Cutover Date for transition of Operations to the new Medicaid Management Information System by providing the Contractor with 120 days advance notice. In the event the Department exercises this option, the one-month Post-Cutover Support period will immediately follow the accelerated Cutover Date, thereby terminating the Contract earlier based on the go-live date of the new System.

Amendment 17, approved by the Governor and Executive Council on December 14, 2011, authorized an additional $5,877,200 for the remaining six months of SFY 2012 and up to $5,456,900 for anticipated services during the first eight months in SFY 2013 for a total incremental amount not to exceed $11,334,100. Amendment 16, approved by the Governor and Executive Council on October 26, 2011, provided for remediation of the legacy NH AIM Medicaid Management Information System to enable processing of version 5010 electronic data transactions in compliance with 45 CFR 162, "Health Insurance Reform: Modifications to the Health Insurance Portability and Accountability Act (HIPAA) Electronic Transaction Standards" and to meet the federal compliance date of January 1, 2012. Amendment 15, approved by the Governor and Executive Council on August 11, 2010, extended the Contract with HP Enterprise Services, LLC for continuation of system maintenance, system operations, system modification, and business operations services of the legacy NH AIM system from September 30, 2010 to December 31, 2011.

The implementation of a new Medicaid Management Information System is a very complicated and challenging system implementation. Previous estimates projected that the new System might be ready for go-live on December31, 2012, and contracts approved by the Governor and Executive Council on December 14, 2011 were extended to cover that implementation date. The implementation of Phase II of New Hampshire's new Medicaid Management Information System, including claims processing capabilities, needs more time. This Amendment 18 provides for continued Operations services from HP Enterprise Services, LLC through to March 31, 2013, and allows for the Department to terminate those services earlier with 120 days advance notice of the accelerated Cutover Date base on readiness of the new Medicaid Management Information System for go-live.

The Department of Health and Human Services, the Department of Information Technology, and the Contractor have continued to maintain a very collaborative and productive relationship. Given the delays experienced with the implementation of the new System, the Department continues to require the services of HP Enterprise Services, LLC for Operations support of the legacy Medicaid Management Information System. The Contractor has worked with the Department for the past 20 years to efficiently and effectively support the Department's business needs. Throughout the development and design of the new System, HP Enterprise Services, LLC has provided essential technical support and background information at the request of the Department for use by the New Hampshire project team in making decisions about data conversion and/or transitioning operations to the new Medicaid Management Information System.

If this requested action is not approved, the New Hampshire Medicaid program will not be able to process the approximately 500,000 per month submitted claims and other transactions from New Hampshire Medicaid providers on January 1, 2013. The Department's ability to pay providers approximately $70,000,000 per month for authorized services rendered will be critically and adversely impacted, creating a financial problem for New Hanpshire Medicaid providers and potentially disrupting services to New Hampshire citizens dependent upon Medicaid.

Source of Funds: 75% federal funds and 25% general funds.

Geographic Area to be Served: Statewide.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

William L. Baggeroer
Chief Information Officer/Director

Approved by:
Nicholas A. Toumpas
Commissioner

# STATE OF NEW HAMPSHIRE
**DEPARTMENT OF INFORMATION TECHNOLOGY**
27 Hazen Dr., Concord, NH 03301
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**S. William Rogers**
*Commissioner*


October 4, 2012

Nicholas A. Toumpas, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend existing contract 5530321-07 Medicaid Management Information System (MMIS) with HP Enterprise Services, LLC, (HPES) 5400 Legacy Drive, Plano, Texas 75024 (formerly Electronic Data Systems, LLC (EDS)) a Delaware corporation, (Vendor 176027) as described below and referenced as DoIT No. 2006-138G.

> This is a request for approval to amend the MMIS contract to enable system modifications to New Hampshire's legacy Medicaid Management Information System by increasing the price limitation by an amount not to exceed $2,355,000 from, $164,761,577 to $167,116,557 and extending the completion date from February 28,2013 to May 31, 2013. This project is set forth in the Department of Health and Human Services Strategic Information Technology Plan, dated October 2005, Project No. 76.

A copy of this letter should accompany the Department of Health and Human Services' submission to Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/ltm
2006-138 Amendment 18

cc: Leslie Mason, DoIT
Grant Beckman, DHHS

**State of New Hampshire**
**Department of Health and Human Services**
**HP Enterprise Services, LLC Amendement 18**

WHEREAS, this Amendment to the Contract (hereinafter referred to as "Amendment 18") dated this 2 day of October 2012, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter the "Department" or the "State") and HP Enterprise Services LLC, a Delaware limited liability company (hereinafter "HPES" or the "Contractor") and

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 28, 1993, and amended by agreements effective December 22, 1993; March 23, 1994; June 22, 1994; May 31, 1995; October 23, 1996; July 15, 1998; August 23, 2000; August 22, 2001; July 10, 2002; June 23, 2004; June 21, 2006; March 8, 2007; August 22, 2007; June 17, 2009, August 11, 2010, October 26, 2011, and December 14, 2011 between HP Enterprise Services, LLC (formerly Electronic Data Systems, LLC or EDS Federal Corporation or Electronic Data Systems Corporation) and the State, the Contractor agrees to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the Department and the Contractor have agreed to make changes to the scope of work, payment schedules, and terms and conditions of the Contract; and

WHEREAS, pursuant to the General Terms and Conditions, Form P-37 (9/87), Paragraph 17, the Contract may be amended, waived, or discharged only by a written instrument executed by the parties with the approval of the Governor and Executive Council;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties agree as follows:

1. This Amendment, Amendment 18, shall become effective ("Effective Date") on October 17, 2012, or the date of Governor and Executive Council approval, whichever comes later. The Department shall provide the Contractor with prompt notice of such approval.

2. Except as specifically amended and modified by the terms and conditions of this Amendment 18, the Contract and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

3. The General Provisions Form P-37 (9/87) are hereby amended as follows:

   4.1 Block 1.6, Completion Date, shall be changed from February 28, 2013 to May 31, 2013.

   4.2 Block 1.8, Price Limitation, shall be increased by $$2,355,000 from $164,761,557 to $167,116,557.

4. The provisions relative to modification tasks as set forth in Amendment 17, Paragraph 4 are hereby deleted and replaced with the following:

Modification and transition hours already purchased by the State shall be extended beyond the previous estimated completion date of December 31, 2012 through January 31, 2013. Upon mutual agreement of the parties, and if any already purchased modification and transition hours remain unused after January 31, 2013, up to 300 additional hours may be used as transition hours between February 1, 2013 and March 31, 2013. These Transition hours may be converted to Modification hours for critical and mutually agreed upon changes. Any unused hours will lapse on April 1, 2013 and shall be non-refundable.

5. The provisions relative to the terms of the Contract as set forth in Amendment 17, Paragraph 5, are hereby deleted and replaced with:

   5.1. The Contract completion date shall be extended from February 28, 2013 to May 31, 2013, providing for continued Operations support beginning January 1, 2013 through March 31, 2013; one month of Post Cutover Support beginning on the "Cutover" date of April 1, 2013 through April 30, 2013; and a one-month "Termination" period beginning May 1, 2013 through May 31, 2013 for completion of project termination activities.

   5.2. The Department, at its sole discretion and upon providing the Contractor with 120 days advance written notice, may establish earlier Cutover and Completion dates for this Contract. If an earlier Cutover date is established pursuant to this paragraph, the completion date shall be two months later, allowing for one month of Post Cutover Support and one month for the completion of project termination activities.

6. The provisions relative to the pricing schedule as set forth in Amendment 17, Paragraph 8 amending Paragraph 5.5 of the original contract are hereby deleted and replaced with the following:

   6.1. The Department shall make monthly payments for each month of the Operations support period through the Cutover date as established under Paragraph 5 of this Amendment. Operations support in this Amendment includes system maintenance, fiscal agent operations support, system modifications, modification and transition hours, and all transition deliverables. The monthly payments shall be in the amount of $780,000 per month, for an increase of $2,340,000 in operations costs under this Amendment 18. If the Department establishes an earlier cutover date pursuant to Paragraph 5.2 of this Amendment, the Department shall adjust the monthly payment amount for the remaining months of the revised Operations Support period so that the entire Amendment 18 additional operations cost amount of $2,340,000 is paid to the Contractor.

   6.2. The total cost for Operations support, including the additional costs provided for in Paragraph 6.1 of this Amendment shall not to exceed $2,355,000. The total Operations support of $2,355,000 is the sum of Operations support of $2,340,000 and Conversion Services of $15,000.

   6.3. Payment for the Post Cutover Support period shall be made in a single monthly payment in the amount of $ 361,900. The Contractor may invoice for this period upon conclusion of the Post Cutover Support period as defined in Paragraph 5.1 and 5.2 of this Amendment 18. The Department shall process the invoice for payment upon receipt of all the deliverables described in *Attachment 4 Post Cutover Support* to this Amendment 18.

6.4. Payments for the Image Conversion Services shall be made in accordance with the schedule identified in *Attachment 3 Image Conversion to this Amendment 18.* The costs for Image Conversion Services is increased under this Amendment 18 from $110,000.00 by an amount up to $15,000.00 for a total Image Conversion Services amount not to exceed $125,000.00. In the event the Department exercises the early Completion date option established in Paragraph 5.2 of this Amendment, the Department's obligation for Image Conversion payments shall be limited to deliveries of those images applicable to the revised Operations support period

6.5. The Department shall have no obligation to make any payments to the Contractor for project termination activities scheduled to be completed between May 1 and May 31, 2013 which follow the month of Post Cutover Support scheduled to be completed April 30, 2013.

7. The provisions relative to the pricing schedule as set forth in Amendment 17, Paragraph 9 are hereby deleted and replaced with the following:

This is a fixed price Contract, not to exceed the total Contract amount of $ 167,116,557, which includes an increase to the Amendment 17 price limitation of up to $ 2,355,000 for the following: 1) an increased amount up to $2,340,000 for Operations support including the processing of HIPAA-compliant 5010 electronic transactions, , modification and transition hour support, and Transition Deliverables as specified in Amendment 18 *Attachment 2 Transition Deliverables;* 2) an increased amount up to $15,000 for Image conversion services as specified in Amendment 18 *Attachment 3 Image Conversion; and 3.) no increase in cost to the* Post Cutover Support services Specified in Amendment 18 *Attachment 4 Post Cutover Support.*

8. Amendment 14, *Attachment 2 Transition Deliverables* is replaced in its entirety by *Attachment 2 Transition Deliverables* to this Amendment 18.

9. Amendment 17, *Attachment 3 Image Conversion* is replaced in its entirety by *Attachment 3 Image Conversion* to this Amendment 18.

10. Amendment 14, *Attachment 4 Post Cutover Support* is replaced in its entirety by *Attachment 4 Post Cutover Support* to this Amendment 18

11. The provisions of Amendment 15 paragraph 20 relative to the destruction and delivery of paper inventory are hereby deleted and replaced with the following:

The Contractor shall arrange for the destruction, delivery, and/or secure transfer of all paper inventories. The Department, no later than one hundred twenty (120) calendar days prior to the Cutover Date of April 1, 2013, shall designate to the Contractor in writing which paper inventories shall be destroyed, shall be transferred at the Iron Mountain facility, or shall be delivered to the State at the State's designated location. Any items not identified in the written notification or clearly directed for disposition by the 120 day deadline shall be deemed as a directive for the Contractor to destroy.

The Contractor shall arrange for the destruction of those paper inventories designated by the State in a method that is compliant with the privacy and security provisions of the Health Insurance Portability and Accountability Act (HIPAA) and that is consistent with the provisions of the parties' Business Associate Agreement.

The Contractor shall take the steps necessary to coordinate the transfer of custody of paper inventories designated for transfer from the Contractor's NH-specific account(s) at Iron Mountain to the custody of the new fiscal agent account at Iron Mountain.

The Contractor shall arrange for the secure delivery of all or specific types of the paper inventories to a single Department-designated location within a 25 miles radius of the Contractor's facility at 7 Eagle Square. The Contractor shall organize and label the inventory by container, but shall not be required to provide an index for such material unless otherwise agreed upon by the Parties, in writing and as incorporated into the Transition Plan. The Department and Contractor acknowledge that the paper inventories contain Protected Health Information ("PHI"). The Department authorizes the Contractor to ship/deliver the paper inventories via commercial courier/shipper so long as the data is secured in accordance with the Contractor's standard practices, including but not limited to secure containers, tracking mechanism and a "return receipt" function, and so long as this transportation method is consistent with the parties' Business Associate Agreement.

The Department shall be responsible for the security of the paper inventories upon receipt and sign-off by the Department's receiver at the Department's designated location. The Department's instructions, if any, shall be issued in writing.

Planning for the final disposition of the paper inventory shall be addressed in the mutually agreed upon transition plan as developed by the parties. The Contractor shall complete the final disposition of the paper inventories, as specified in the transition plan, no later than 5 business days after the designated Cutover Date.

IN WITNESS WHEREOF, the parties have set their hands as of the date below:

State of New Hampshire
Department of Health and Human Services

Date: 10/4/12

Nicholas A. Toumpas
Commissioner

HP Enterprise Services, LLC

Date: 10/2/12

Diane M. Evenson
Regional General Manager
State and Local Healthcare
HP Enterprise Services, LLC

STATE OF WISCONSIN

COUNTY OF SAWYER

On this the 2 day of OCT 2012, before me, MaryaliceMcHugh the undersigned officer, personally appeared Diane M. Evenson who acknowledged herself to be the Regional General Manager of State and Local Healthcare of HP Enterprise Services LLC, a limited liability company, and that she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Regional Gen Mgr.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MARYALICE MCHUGH NOTARY PUBLIC STATE OF WISCONSIN

Notary Public/Justice of the Peace
My commission expires: 10-6-13

Contractor Initials
Date 10/2/12

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

By: Jeanne P. Herrick, Attorney

Date: 5 Oct. 2012

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

## ATTACHMENT 2

## Transition Deliverables

The Contractor shall provide, at the State's request and at no additional cost to the State, Transition Deliverables in accordance with the requirements set forth below. These deliverables have been updated in this attachment from Attachment 2 to Contract Amendment 14.

I. **Transition Plan and Overview Documents:** The Contractor shall develop an NH MMIS Transition Plan and Overview Documents subject to review and approval by the State.

A. Updates to the Transition Plan delivered on January 21, 2009 shall include the components set forth below and shall be available for the State's review prior to Cutover. The transition plan shall include:

1. A Transition Workplan of tasks and subtasks for the Transition documents and inventory items identifying responsible staff, and system-related and operations tasks for each NH MMIS function addressed individually. For example, the Claims function tasks would identify the items that will be turned over including the paper/manual documents, files and the particular staff who are responsible for producing these items.

2. The Transition Workplan shall be updated as mutually agreed up to the transition Cutover date of April 1, 2013.

3. A byproduct of the Transition Workplan shall be a Transition Report that shall document completion of each task of the Transition Plan. This report shall be designed to enable the State to verify that tasks have been performed in accordance with the Transition Plan.

4. The Contractor shall continue to use the naming convention approved by the State for the Transition Deliverables delivered under Contract Amendments 11 and 13.

B. The Overview documents shall include all items specified below. Initial drafts of these documents were delivered for the State's review in June 2006, and final drafts of items 1- 7, 11, and 13 were completed by November 1, 2006. All Overview documents were updated to reflect the NPI Remediation changes and were re-delivered in January 2009. With the exception of numbers 8, 10, and 12, the Contractor's January 2009 delivery has fulfilled the contractor's obligation to provide Overview documents in support of the Transition. Numbers 8, 10, and 12 shall be delivered again, in accordance with dates in the Transition Plan and include inventories of the NH MMIS technical and operational environment components, and the operations calendar.

1. A chart depicting the organizational reporting structure, including offsite support teams, sub-contractors, positions, specific persons filling the positions and functionalities provided by these organizations;

2. A diagram depicting by data categories, what each data base holds, including a description of little and big claims history and archive;

3. An OCR diagram depicting the paper claims workflow and document management technology;

4. A description of the NH AIM Translator solution, including the data captured and retention by processing interval;

5. A hardware and telecommunications diagram of the infrastructure in use by NH AIM, including the third party connections, i.e., WebMD, RRI, Translator, First Health, LAN/WAN, ECS Support Network, Switches, AVRS, Data storage devices, servers, printers, PC's, etc.;

6. The NH AIM documentation, listed in Attachment 2 of Contract Amendment 11;

7. A description of the configuration including the indexing structure and format used to store claims images for access through NH AIM;

8. An inventory of paper documents maintained and current retention period for state consideration in Cutover;

9. An inventory of electronic media maintained, including backup media, and current retention period for state consideration in Cutover;

10. An inventory of hardware and software used to support NH AIM;

11. A description of the configuration including the indexing structure and format used for the NH MMIS Reports Reporting tool;

12. An operations calendar that includes activities and interfaces that will be used for cycle planning at turnover.

13. A description of Data Transfer processes and schedules, including File Transfer Protocols (FTP).

**II. Pre-Cutover Transition Inventory**: The Contractor shall produce the following transition items. The transition inventory items shall be delivered at the intervals and timing as specified below:

A. **Claims and Report pre-cutover transition inventory:** As specified in the transition workplan, the Contractor shall produce the following items:

**1.** For two different one-week intervals as specified by the State, the Contractor shall produce the claims history of paper claims processed during the specified week. The claims history shall include the following information about the paper claims processed in the designated period: the TCN, the status of the claim at the end of the period, any edits or audits pertaining to that claim, the paid amount if the claim was finalized and the fund code if the claim was paid. To go with the claims history, the Contractor shall provide the corresponding paper claims.

2. For two different one-week intervals as specified by the State, the Contractor shall produce the claims history of electronic claims processed during the specified week excluding pharmacy claims. The claims history shall include the following information about the electronically submitted claims processed during the designated period: the TCN, the status of the claim at the end of the period, any edits or audits pertaining to that claim, the paid amount if the claim was finalized and the fund code if the claim was paid. To go with the claims history, the Contractor shall provide the corresponding electronic files for the claims electronic submissions including x12n 837 transactions, the CLAR210 report and 997 and 999 acknowledgements.

B. **Copy of the current NH MMIS**: The Contractor shall provide, at intervals agreed to in the Transition Workplan, a copy of the current components of the production NH MMIS, including the following:

1. A complete set of program source code organized by subsystem including naming convention documentation;

2. All Source code for APIs;

3. All operating system based scripting language used in application processing; and

4. A User Access and Security Profile Summary, including the designation of inquiry, and update access privileges by user by screen; And

5. Provider notices, bulletins, and any other correspondence generated in support of the MMIS and its operations, from 1999 forward. These documents to be provided electronically in Microsoft Word if available, as a scanned image if the Word Document is not available. This

requirement does not include system-generated output to individual providers, nor does it include notices issued to the providers directly from the State.

III. **Final Financial Cycle Processing**: Following the final run of the financial cycle, the Contractor shall provide substantiated final financial reconciliation, documenting that all processes associated with the financial cycle have been completed, including warrant file generation, RA production, mailing of RA's and checks; and generate a final extract in the Decision Support System file extract format.

IV. **Cutover Transition Inventory**: - The Contractor shall produce a Cutover Inventory, delivery times for which shall be included in the Transition Workplan. The timing of delivery shall coincide with the end of responsibility of the contractor for fiscal agent responsibilities associated with each. The Cutover Transition Inventory shall include:

A. An accounting of claims received that have not been finalized, including electronic files that are unloaded, un-keyed, pending, and suspended claims, with information on them to include number of claims, number of details, total billed amount by status and applicable location;

B. An accounting of in-process correspondence and response, financial items and other documents specific to claims or financial transaction processing items that are pending resolution;

C. An accounting of in-process provider enrollment applications and inquiries;

D. An accounting of open telephone and written inquiries including grievances requiring research and follow-up;

E. The identification of and schedule for open system modifications or deficiencies, as approved by the State, prior to code freeze;

F. A schedule depicting the final disposition of hardware used in support of NH AIM;

G. An accounting of in-process dental claim provider inquiries as part of the dental boutique workflow;

H. The entire paper inventory, as referenced in Section I.B.8 of this document, including the provider paper files.

I. The NH MMIS production reports through Cutover date to be provided at Cutover.

J. The production images through Cutover date to be provided at Cutover.

K. The control memo system including historical documents and status data of control memos since November 14, 2000 converted to a PC based solution using Microsoft Access and flat files for supporting documents. The converted system shall provide basic search capabilities only. These capabilities are to be consistent with the current Search Control Memos function. The converted system shall be installed on a PC to be provided at Cutover. Control memos prior to November 14, 2000 will be provided in paper files only.

L. The transfer of the current post office box numbers, at the State's request, so that they can be retained and used by the State to minimize disruption to the provider and recipient communities; and

M. Arrangements for the removal of NH MMIS hardware or transfer to the State ownership of hardware, at the option of the State; Final decisions regarding disposition of all hardware inventory will be defined 120 days prior to the Cutover Date. In the case where the State chooses to take ownership, the equipment shall be provided in as-is condition and where-is location; it is the State's responsibility to transport the hardware from 7 Eagle Square. For hardware the State chooses to dispose of, the Contractor shall clean any and all data in a method that is compliant with privacy and security provisions of the Health Insurance Portability and Accountability Act (HIPAA) and as approved by the State. In the event the material is not removed within 30 days post go-live/ cut-over date, Ownership will be considered transferred to HPES and the equipment and associated material will be disposed of by HPES.

Attachment 3 to Amendment 18
HP Enterprise Services

## ATTACHMENT 3

### Image Conversion

The Contractor shall provide, based on the delivery schedule in the following table, converted FileNet and OnDemand images consistent with the four deliveries of converted images provided under Contract Amendment 13. Specific delivery details have been agreed to using the system life cycle methodology applied to projects on the New Hampshire AIM System. The delivery date is dependant on the State providing the destination device by the designated device requirement date for each delivery. The State and the Contractor agree that deliveries 1 to 14 have been completed. The Contractor shall be eligible for reimbursement by deliverable as outlined in the following schedule. The delivery schedule may be modified upon mutual agreement between the State and the Contractor and as updated in the Transition Plan. In the event that actions taken under Paragraph 5.2 of this Amendment establish an earlier Cutover date, only those deliveries occurring up to and/or spanning the new period of Operations shall be required. In any event, the final delivery shall include all remaining images and reports not previously delivered through to the new Cutover date, and the final delivery shall be delivered to the Department within 5 days following the end of operations.

| Image Deliverable Number | Device Requirement Date | Delivery Date | Images | Payment |
|---|---|---|---|---|
| 1. | n/a | Delivered 10/18/06 | FileNet: Samples from both Imaging Automation claims image solution and FileNet<br>OnDemand: samples from 4 different reports | $14,000<br>Paid in full |
| 2. | n/a | Delivered 12/18/2007 | FileNet : Available production images through 12/27/06<br>OnDemand: Available report images through 9/30/07 | $26,000<br>Paid in full |
| 3. | n/a | Delivered 7/10/2008 | FileNet: Available production images from 10/28/06 through 4/30/08<br>OnDemand: Available report images from 10/1/07 to 4/30/08 | $5,000<br>Paid in full |
| 4. | n/a | Delivered 12/11/2008 | FileNet: Available production images from 5/1/08 to 10/31/2008<br>OnDemand: Available report images from 5/1/08 | $5,000<br>Paid in full |

Contractor Initials: DL
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Attachment 3 to Amendment 18
HP Enterprise Services

| Image Deliverable Number | Device Requirement Date | Delivery Date | Images | Payment |
|---|---|---|---|---|
| | | | through 10/31/08 | |
| 5. | 06/15/09 | 08/3/09 | Available images from 11/1/08 to 06/30/09 | $5,000 Paid in full |
| 6. | 10/15/09 | 12/19/09 | Available images from 7/1/09 through 10/31/09 | $5,000 Paid in Full |
| 7. | 04/10/10 | 08/15/10 | Available images from 11/1/09 through 06/30/10 | $5,000 Paid in Full |
| 8. | 10/01/10 | 11/17/10 | Available images from 07/01/10 through 10/31/10 | $5,000 Paid in Full |
| 9 | 01/01/11 | 03/16/11 | Available images from 11/01/10 through 2/28/11 | $5,000 Paid in Full |
| 10. | 06/01/11 | 07/15/11 | Available images from 3/1/2011 through 6/30/11 | $5,000 Paid in Full |
| 11 | 09/01/11 | 10/12/11 | Available images from 7/01/11 through 9/30/11 | $5,000 Paid in Full |
| 12. | 11/15/11 | 1/13/12 | Available images from 10/1/11 through 12/31/11 | $5,000 Paid in Full |
| 13. | 2/17/12 | 4/16/12 | Available images from 01/01/12 through 03/31/12 | $5,000 Paid in Full |
| 14. | 5/18/12 | 7/16/12 | Available images from 04/01/12 through 06/30/12 | $5,000 Paid in Full |
| 15. | 9/05/12 | 10/15/12 | Available images from 07/01/12 through 09/30/12 | $5,000 |
| 16. | 11/15/2012 | 1/11/2013 | Available images from 10/01/12 through 12/31/12 | $5,000 |
| 17 | 1/31/2013 | 2/12/2013 | Available images from 01/01/13 through 01/31/13 | $5,000 |
| 18. | 2/22/2013 | 3/12/2013 | Available images from 02/01/13 through 2/28/13 | $5,000 |
| 19. | 3/25/2013 | 4/8/2013 | Available images from 03/01/13 through 3/31/13 | $5,000 |

Contractor Initials: [signature]
Date: 10/2/12

Attachment 3 to Amendment 18
HP Enterprise Services

I. FileNet Image Conversion Requirements

A. Solution Description: The contractor shall execute the process to extract all available images from FileNet and convert them to TIF format that was developed and executed to meet the requirements of contract Amendment 13. The images shall then be copied onto a device and delivered to the State. The data shall include all available images and supporting information up to a specific date based on the delivery table above. Subsequent data files shall include only the images and supporting information since the previous delivery. The information shall be hand delivered to the State of New Hampshire for appropriate distribution. An inventory of all claims images included in the file as well as a list of paper TCN's that do not have corresponding images shall be provided with each delivery. The process shall be executed multiple times as outlined in the delivery table above.

B. Delivery Specifics: The following provides additional details with regard to the delivery of the images:

- An inventory of all Claims images included in a delivery of images as well as a list of paper TCNs that do not have corresponding images shall be provided
- FileNet images: Created using the FileNet API to extract the images and convert them to TIF images.
- Index File: Provided in a plain text, comma-delimited (CSV) format consistent with the index format provided with the sample images delivered on October 18, 2006. The index files shall contain the following fields as available:
  - TCN
  - Endorsement Number
  - Provider ID
  - MID
  - Scan Date
  - Reject Reason Code:

II. On Demand Image Conversion Requirements

A. Solution Description The Contractor shall execute the process developed and executed to meet the Requirements of contract Amendment 13 to convert and transfer the existing NH AIM OnDemand data to a device provided by the State. The data shall include all available OnDemand reports and associated information. Subsequent data files shall include only the reports since the previous delivery. The information shall be hand delivered to the State of New Hampshire for appropriate distribution.

B. Delivery Specifics The following provides additional details with regard to the delivery of the images:

- An inventory of all reports included in the files shall to be provided with each delivery.

- The output files are ASCII text files with UNIX-style end-of-line characters. In addition, some files shall have ANSI-defined printer control characters. These characters are often used in report generation by COBOL programs to control the printing of the reports at the printer. These characters would be located in the first character of a given print line.
- The Contractor shall deliver the Application Summary report reflecting the current report definition, including index
- Each report shall be given its own directory. Each directory shall contain one file for each generation of the report and one index file.

  There is one exception to this directory structure, the fndr220 report (RA's). The fndr220 directory contains one sub-directory for each time the report was created (once per week). Each of those contains two sub-directories. One contains the entire RA report for the week; the other contains the RA report split into a separate report file for each Provider listed on the full report. The index file resides in the weekly sub-directory and lists all of the reports given in that week's "Provider Split" directory.

- Index files shall be provided in a plain text, comma-delimited (CSV), "reportname.txt" file. The global index files shall contain the following data elements, as available:
  - Occurrence of Report
  - Report Date
  - Provider ID (for Remittance Advice only)
  - Collection Time
  - File Size

## ATTACHMENT 4

### Post Cutover Support

The Contractor shall provide Post Cutover Support in accordance with the requirements set forth below. Post Cutover Support is not in direct support of New Hampshire Medicaid providers. All processing shall be done using the application code executing out of AIM Production Libraries as of cutover.

I. **NH AIM System Availability:** The Contractor shall make the following NH AIM applications available during the Post Cutover Support period on business days from 8:00 am to 5:00 pm. This availability shall be for State and HPES' use only. System access methods and/or privileges for providers, third party intermediaries, interfaces, and other contractors shall be blocked or removed by the contractor at time of cutover.

- **A. AIM on-line** - AIM On-line screens available for use in view only mode to conduct research on the data in the production database as of the time of Cutover.
- **B. Ad Hoc/GQL** – Available to process queries on data in the NH AIM Ad Hoc environment, accessing the data in the production database at the time of cut over.
- **C. HIPAA Translator Submission** – Available to be used by the State or EDS staff to submit transactions in support of post cutover research activities, and to view the resultant transactions. These transactions shall be directed at the Model Office environment.
- **D. NH MMIS Report Retrieval** – Available to view production reports created through the time of cutover.
- **E. Scan Screen** – Available for use to view claims and other images using the data available at the time of cutover.

II. **Model Office:** The Contractor shall make available a model office environment containing a full copy of the NH AIM production database at time of cutover. This environment shall be available within three business days of cutover. On-line screens shall be available for use in view and update mode for designated HPES and State staff to conduct research. Batch processes shall be executed upon request in support of Section III System Processing and Research.

III. **System Processing and Research:** The Contractor shall provide on request support of the following activities. Requests for system processing shall be for research purposes only and shall be completed using model office processes, applications, database, and file libraries. Requests for any system processing or research shall be submitted in writing to the HPES Account Executive, using the established Information Request process. This support shall include up to a maximum of 120 hours of person time support time per week during the Post Cutover Support Period.

- **A.** Research and review NH AIM system code, including reports, on line screens, claims processing and data interface processing;
- **B.** Research and review NH AIM tables and data structure;
- **C.** Create, execute and provide results for specialized queries for specific data;

**D.** Process specific test electronic claims including PES claims submitted by NH state personnel after blackout period and cutover and provide high level results;

**E.** Process specific test financial transactions and provide high level results;

**F.** Research specific questions with regard to claims resolution and the pre-coding of claims for other insurance;

**G.** Execute specific batch processes and provide high level results;

**IV. Not included in Post Cutover support: The Contractor shall not be required to provide the following functions or support as part of the Post Cutover Support:**

**A.** Processing production transactions including provider payments resulting from claims or financial transactions;

**B.** Direct support of Provider Electronic Solution (PES) software.

**C.** Direct support of New Hampshire Medicaid providers, including but not limited to responding to phone inquires, written inquiries, provider grievances, fair hearings, faxes, or enrollment applications;

**D.** Provider Web Access – Web page www.nhmedicaid.com shall no longer be available to providers;

**E.** Report results available using NH MMIS Report Retrieval for any processing requests completed in support of Section III above. System Processing and Research;

**F.** Paper claims processing or other document image processing; created in support of Section III above. System Processing and Research viewable using the Scan Screen;

**G.** Research questions around COBA, MMA, claims research beyond providing Adhoc results; provider enrollment, pricing methodologies used in NH AIM, or special handling of dental claims;

**H.** Model office document images, including paper claims, RTPs and adjustments;

**I.** Execute any interface processes, including but not limited to interfaces with the State's PBM, MDSS, or eligibility systems.

## NH Department of Health and Human Services

## STANDARD EXHIBIT D

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

Contractor Initials: _____
Date: 10/2/12

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

HPES, LLC — From: To:
(Contractor Name) (Period Covered by this Certification)

DIANE M EVENSON GENERAL MANAGER - STATE & LOCAL HEALTH CARE
(Name & Title of Authorized Contractor Representative)

Diane M Evenson — 10/2/12
(Contractor Representative Signature) (Date)

Contractor Initials: DE
Date: 10/2/12

**NH Department of Health and Human Services**

**STANDARD EXHIBIT E**

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: through

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Diane McEvenson Diane McEvenson General Manager
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)
State & LOCAL Health Care

HP Enterprise Services, LLC 10/2/2012
(Contractor Name) (Date)

Contractor Initials: dle
Date: 10/2/12

## NH Department of Health and Human Services

## STANDARD EXHIBIT F

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Diane M Everson — Diane M Everson, General Manager State & Local
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Diane M Everson — 10/2/12
(Contractor Name) (Date)

Contractor Initials: DE
Date: 10/2/12

## NH Department of Health and Human Services

## STANDARD EXHIBIT G

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Diane M Everson — General Manager - State & Local Health Care

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Diane M Everson — 10/2/12

(Contractor Name) (Date)

Contractor Initials: DE

Date: 10/2/12

## NH Department of Health and Human Services

## STANDARD EXHIBIT H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Diane McEvenson — General Manager - State & Local Health Care

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Diane M Evenson — 10/2/12

(Contractor Name) (Date)

Contractor Initials: DE

Date: 10/2/12

**NH Department of Health and Human Services**

## STANDARD EXHIBIT I
## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

### BUSINESS ASSOCIATE AGREEMENT

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.



Contractor Initials: [signature]
Date: 10/2/12

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

*m.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.



Contractor Initials: [signature]
Date: 10/2/12

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| Department of Health and Human Services | HP ENTERPRISE SERVICES |
|---|---|
| The State Agency Name | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Nicholas A Toumpas | DIANE M EVENSON |
| Name of Authorized Representative | Name of Authorized Representative |
| Commissioner | GENERAL MANAGER STATE & LOCAL HEALTHCARE |
| Title of Authorized Representative | Title of Authorized Representative |
| 10/2/12 | 10/2/12 |
| Date | Date |

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Diane M Evenson — DIANE M EVENSON GENERAL Manager STATE & LOCAL Health Care

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Diane M Evenson — 10/2/12

(Contractor Name) (Date)

Contractor initials: DE
Date: 10/2/12

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 04-666-7523

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO ✓ YES

**If the answer to #2 above is NO, stop here**

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO ✓ YES

**If the answer to #3 above is YES, stop here**

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

# State of New Hampshire
## Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HP Enterprise Services, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on March 26, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of September, A.D. 2012

William M. Gardner
Secretary of State

## OFFICER'S CERTIFICATE

I, John H. Vestal, Assistant Secretary of HP Enterprise Services, LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), do hereby certify that:

(i) The Managers of the Company have delegated to the Finance Director, HPES WW New Business (the "FDNB") the authority to approve or disapprove, either upon standards that the FDNB may establish or within the absolute discretion of the FDNB or both, persons who, by such approval of the FDNB, are authorized to sign, on behalf of the Company, contracts, agreements and other documents and instruments; and

(ii) The FDNB has granted signature authority to Diane Evenson to sign, on behalf of the Company, contracts, agreements and other documents and instruments, and the same remains in full force and effect as of this date and has not been modified, rescinded, revoked, or altered in any way.

IN WITNESS WHEREOF, I have hereunto signed this Officer's Certificate on this 2nd day of October, 2012.

John H. Vestal, Assistant Secretary
HP Enterprise Services, LLC

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared John H. Vestal, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of HP Enterprise Services, LLC and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said limited liability company.

Given under my hand and seal of office this 2nd day of October, 2012.

FELECIA R. MILLS
Notary Public, State of Texas
My Commission Expires
October 21, 2013

Felecia R. Mills

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
MARSH RISK & INSURANCE SERVICES
CA LICENSE #0437153
777 S. FIGUEROA STREET
LOS ANGELES90017
Attn: Fax 213-346-5886
J33445-Main-ALL-12-13

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Old Republic Insurance Co | 24147 |
| INSURER B : Tall Tree Insurance Co | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
HEWLETT-PACKARD COMPANY
HP ENTERPRISE SERVICES, LLC.
3000 HANOVER STREET, MS 1041
PALO ALTO, CA 94304-1181

**COVERAGES** **CERTIFICATE NUMBER:** LOS-001475329-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | MWZY 59745 | 09/30/2012 | 09/30/2013 | EACH OCCURRENCE | $ 2,500,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 2,500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,500,000 |
| | | | | | | | GENERAL AGGREGATE | $ Not Applicable |
| | GEN'L AGGREGATE LIMIT APPLIES PER. | | | | | | PRODUCTS - COMP/OP AGG | $ Not Applicable |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | MWTB 21679 | 09/30/2012 | 09/30/2013 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,500,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | | | 470-1XL0076 | 09/30/2012 | 09/30/2013 | EACH OCCURRENCE | $ 500,000 |
| | X EXCESS LIAB / CLAIMS-MADE | | | """"XS $2.5M SIR""""" | | | AGGREGATE | $ 500,000 |
| | DED RETENTION $ | | | """"OR UNDERLYING POLICY""""" | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | MWC 11790100 | 09/30/2012 | 09/30/2013 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N/A | | '"As respects WC only, all states,' | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) | | | 'except CA, WA, OH,' | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | 'and Monopolistic States'" | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**
Hewlett Packard subsidiary HP Enterprise Services, LLC is included as a named insured

**CERTIFICATE HOLDER**

State of New Hampshire
Dept. of Health & Human Services
Attn: Office of the Commissioner
129 Pleasant Street
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
of Marsh USA Inc.
Cynthia Glist

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8160 1-800-852-3345 Ext. 8160
Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information
Officer

November 17, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source,** contract amendment (Amendment 17) to an existing Contract (Purchase Order 101844) with HP Enterprise Services, LLC, 5400 Legacy Drive, Plano, Texas 75024 (formerly Electronic Data Systems, LLC) a Delaware corporation, (Vendor 176027), to enable system modifications to New Hampshire's legacy Medicaid Management Information System by increasing the price limitation by an amount not to exceed $11,334,100 from $153,427,457 to $164,761,557 and extending the completion date from December 31, 2011 to February 28, 2013. The Governor and Executive Council approved the original contract on April 28, 1993 (Item #81) and Amendment 16 on October 26, 2011 (Late Item # B). Funds to support this agreement are available in State Fiscal Year 2012 and State Fiscal Year 2013 with authority to adjust amounts between State Fiscal Years if needed and justified.

**05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES**

| State Fiscal Year | Class Object | Class Title | Current Modified Budget | Increase/ (Decrease) | Revised Modified Budget |
|---|---|---|---|---|---|
| SFY 1993 | 102/500731 | Contracts for Program Services | $5,234,570.00 | $0 | $5,234,570.00 |
| SFY 1994 | 102/500731 | Contracts for Program Services | $86,071.00 | $0 | $86,071.00 |
| SFY 1995 | 102/500731 | Contracts for Program Services | $4,604,404.00 | $0 | $4,604,404.00 |
| SFY 1996 | 102/500731 | Contracts for Program Services | $4,824,960.00 | $0 | $4,824,960.00 |
| SFY 1997 | 102/500731 | Contracts for Program Serviees | $4,930,100.00 | $0 | $4,930,100.00 |
| SFY 1998 | 102/500731 | Contracts for Program Services | $5,038,550.00 | $0 | $5,038,550.00 |
| SFY 1999 | 102/500731 | Contracts for Program Services | $7,898,000.00 | $0 | $7,898,000.00 |
| SFY 2000 | 102/500731 | Contracts for Program Services | $7,898,000.00 | $0 | $7,898,000.00 |
| SFY 2001 | 102/500731 | Contracts for Program Services | $9,778,500.00 | $0 | $9,778,500.00 |
| SFY 2002 | 102/500731 | Contracts for Program Services | $9,311,000.00 | $0 | $9,311,000.00 |

| State Fiscal Year | Class Object | Class Title | Current Modified Budget | Increase/ (Decrease) | Revised Modified Budget |
|---|---|---|---|---|---|
| SFY 2003 | 102/500731 | Contracts for Program Services | $12,733,776.00 | $0 | $12,733,776.00 |
| SFY 2004 | 102/500731 | Contracts for Program Services | $14,260,200.00 | $0 | $14,260,200.00 |
| SFY 2005 | 102/500731 | Contracts for Program Services | $7,786,187.00 | $0 | $7,786,187.00 |
| SFY 2006 | 102/500731 | Contracts for Program Services | $7,929,125.00 | $0 | $7,929,125.00 |
| SFY 2007 | 102/500731 | Contracts for Program Services | $8,329,000.00 | $0 | $8,329,000.00 |
| SFY 2008 | 102/500731 | Contracts for Program Services | $10,299,100.00 | $0 | $10,299,100.00 |
| SFY 2009 | 102/500731 | Contracts for Program Services | $8,838,504.00 | $0 | $8,838,504.00 |
| SFY 2010 | 102/500731 | Contracts for Program Services | $9,000,120.00 | $0 | $9,000,120.00 |
| SFY 2011 | 102/500731 | Contracts for Program Services | $9,258,290.00 | $0 | $9,258,290.00 |
| SFY 2012 | 102/500731 | Contracts for Program Services | $5,389,000.00 | $5,877,200.00 | $11,266,200.00 |
| SFY 2013 | 102/500731 | Contracts for Program Services | 0.00 | $5,456,900.00 | $5,456,900.00 |
| TOTAL | | | $153,427,457.00 | $11,334,100.00 | $164,761,557.00 |

**EXPLANATION**

This requested action is sole-sourced to HP Enterprise Services, LLC. This extension and the additional funding are necessary to provide for continued support of the legacy NH AIM Medicaid Management Information System including Medicaid claims processing, system maintenance, and fiscal agent business operations support until the new System is ready for implementation. HP Enterprise Services, LLC has been the fiscal agent for the Department of Health and Human Services Medicaid program since 1993 and is responsible for the operation, system maintenance, and modification of the NH AIM system. HP Enterprise Services, LLC is the only technical resource that can maintain the specialized and proprietary operations of the NH AIM legacy Medicaid Management Information System without introducing significant risk that could paralyze the Department's ability to process and pay healthcare providers for services rendered.

Competitive bids were sought for the original Medicaid Management Information System reprocurement and Electronic Data Systems, LLC contract award in 1993. HP Enterprise Services, LLC (Electronic Data Systems, LLC at the time) was the only firm to submit a bid. The Department of Health and Human Services and federal representatives assured themselves at that time that prices quoted by HP Enterprise Services, LLC (then Electronic Data Systems, LLC) were reasonable and fair and were comparable to the HP Enterprise Services, LLC proposals approved in Vermont and Rhode Island for Medicaid Management Information System systems implemented in those states.

This Amendment 17 continues operation of the NH AIM legacy Medicaid claims processing system beyond the completion date of Amendments 15 and 16, both of which end on December 31, 2011, and extends the contract through to February 28, 2013. Amendment 17 provides for the following:

1. Up to twelve additional months of system maintenance, modification, Fiscal Agent operations support and imaged data conversion and other transition activities, from January 1, 2012 through December 31, 2012;

2. One month of Post-Cutover Support to maintain the NH AIM system environment after the new Medicaid Management Information System goes live from January 1, 2013 through January 31, 2013;

3. One month for System termination activities after Post-Cutover for taking down the system and completing delivery of transition deliverables, from February 1, 2013 through February 28, 2013;

4. One new server to replace an aged server for eligibility inquiry processing;

5. The option to purchase up to 6,000 additional modification hours and 200 transition hours; and

6. Enhanced operations support for the implementation of version 5010 electronic data transactions and the option to implement the business contingency plan specified under Amendment 16, if the Department determines the contingency plan is necessary, in order to comply with Federal regulations for processing 5010 electronic transactions on or before January 1, 2012.

Provisions of Amendment 17 allow the Department to establish an earlier Cutover Date for transition of Operations to the new Medicaid Management Information System by providing the Contractor with 120 days advance notice. In the event the Department exercises this option, the one-month Post-Cutover Support period will immediately follow the accelerated Cutover Date, thereby terminating the Contract earlier based on the go-live date of the new System.

If approved, this Requested Action authorizes up to an additional $5,877,200 for the remaining six months of SFY 2012 and up to $5,456,900 for anticipated services during the first eight months in SFY 2013 for a total incremental amount not to exceed $11,334,100. The total dollar amount of this contract amendment reflects the maximum total costs that could be incurred through the full contracted period. However, if the Department provides the Contractor with 120 days advance notice of an earlier Cutover Date to the new Medicaid Management Information System, then the actual costs to the Department will be limited to actual costs incurred through to the accelerated Cutover Date plus the contracted Post-Cutover Support costs.

Amendment 16, approved by the Governor and Executive Council on October 26, 2011, provided for remediation of the legacy NH AIM Medicaid Management Information System to enable processing of version 5010 electronic data transactions in compliance with 45 CFR 162, "Health Insurance Reform: Modifications to the Health Insurance Portability and Accountability Act (HIPAA) Electronic Transaction Standards" and to meet the federal compliance date of January 1, 2012. Amendment 15, approved by the Governor and Executive Council on August 11, 2010, extended the Contract with HP Enterprise Services, LLC for continuation of system maintenance, system operations, system modification, and business operations services of the legacy NH AIM system from September 30, 2010 to December 31, 2011.

The implementation of a new Medicaid Management Information System is a very complicated and challenging system implementation. Previous estimates projected that the new System might be ready for go-live on October 1, 2011, and contracts approved by the Governor and Executive Council on June 23, 2010 were extended to cover that implementation date. The implementation of Phase II of New Hampshire's new Medicaid Management Information System, including claims processing capabilities, needs more time. All effort is being expended to drive towards an implementation date as close as possible to July 1, 2012. However, there are a number of risks, including the need to implement a full system solution for version 5010 electronic data transaction processing in the new Medicaid Management Information System that make it prudent to consider that the new System go-live date could extend into the early fall of 2012. This Amendment 17 provides for continued Operations services from HP Enterprise Services, LLC through to December, 2012, and allows for the Department to terminate those services earlier with 120 days advance notice of the accelerated Cutover Date base on readiness of the new Medicaid Management Information System for go-live.

The Phase I release of the new Medicaid Management Information System, including the functionality to support Provider Re-enrollment, will be ready for go-live in mid-December 2011. Planning for the rollout of the Provider Re-enrollment functionality to the provider community is in its final stages with the Department and the new fiscal agent ACS State Healthcare, LLC.

The Department, the Department of Information Technology, and the Contractor have continued to maintain a very collaborative and productive relationship. Given the delays experienced with the implementation of the new System, the Department continues to require the services of HP Enterprise Services, LLC for Operations support of the legacy Medicaid Management Information System. The Contractor has worked with the Department for the past 18 years to efficiently and effectively support the Department's business needs. Throughout the development and design of the new System, HP Enterprise Services, LLC has provided essential technical support and background information at the request of the Department for use by the New Hampshire project team in making decisions about data conversion and/or transitioning operations to the new Medicaid Management Information System.

If this requested action is not approved by December 31, 2011 the New Hampshire Medicaid program will not be able to process the approximately 500,000 per month submitted claims and other transactions from New Hampshire Medicaid providers on January 1, 2012. The Department's ability to pay providers approximately $70,000,000 per month for authorized services rendered will be critically and adversely impacted, creating a financial problem for New Hampshire Medicaid providers and potentially disrupting services to New Hampshire citizens dependent upon Medicaid.

Source of Funds: 75% federal funds and 25% general funds.

Geographic Area to be Served: Statewide.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

William L. Baggeroer
Chief Information Officer

Approved by:
Nicholas A. Toumpas
Commissioner

# STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

**S. William Rogers**
*Commissioner*


November 17, 2011

Nicholas A. Toumpas, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend existing contract 5530321-07 Medicaid Management Information System (MMIS) with HP Enterprise Services, LLC, (HPES) 5400 Legacy Drive, Plano, Texas 75024 (formerly Electronic Data Systems, LLC (EDS)) a Delaware corporation, (Vendor 176027) as described below and referenced as DoIT No.2006-138F.

> This is a request for approval to amend the MMIS contract to enable system modifications to New Hampshire's legacy Medicaid Management Information System, including, but not limited to, up to twelve additional months of system maintenance, modification, Fiscal Agent operations support, imaged data conversion and other transition activities, one month of Post-Cutover and Termination Support, a new server system, and 6,000 additional Modification hours and 200 Transition hours. This project is set forth in the Department of Health and Human Services Strategic Information Technology Plan, dated October 2005, Project No. 76.

A copy of this letter should accompany the Department of Health and Human Services submission to Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/ltm
Amendment 17

cc: Leslie Mason, DoIT

**State of New Hampshire**
**Department of Health and Human Services**
**HP Enterprise Services, LLC Amendment 17**

WHEREAS, this Amendment to the Contract (hereinafter referred to as "Amendment 17") dated this 14 day of NOV 2011, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter the "Department" or the "State") and HP Enterprise Services LLC, a Delaware limited liability company (hereinafter "HPES" or the "Contractor") and

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 28, 1993, and amended by agreements effective December 22, 1993; March 23, 1994; June 22, 1994; May 31, 1995; October 23, 1996; July 15, 1998; August 23, 2000; August 22, 2001; July 10, 2002; June 23, 2004; June 21, 2006; March 8, 2007; August 22, 2007; June 17, 2009, August 11, 2010 and October 26, 2011 between HP Enterprise Services, LLC (formerly Electronic Data Systems, LLC or EDS Federal Corporation or Electronic Data Systems Corporation) and the State, the Contractor agrees to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the Department and the Contractor have agreed to make changes to the scope of work, payment schedules, and terms and conditions of the Contract; and

WHEREAS, pursuant to the General Terms and Conditions, Form P-37 (9/87), Paragraph 17, the Contract may be amended, waived, or discharged only by a written instrument executed by the parties with the approval of the Governor and Executive Council;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties agree as follows:

1. This Amendment, Amendment 17, shall become effective ("Effective Date") on December 14, 2011, or the date of Governor and Executive Council approval, whichever comes later. The Department shall provide the Contractor with prompt notice of such approval.

2. Except as specifically amended and modified by the terms and conditions of this Amendment 17, the Contract and the obligations of the parties thereunder shall remain in full force and effect in accordanee with the terms and conditions set forth therein.

3. The General Provisions Form P-37 (9/87) are hereby amended as follows:

   4.1 Block 1.6, Completion Date, shall be changed from December 31, 2011 to February 28, 2013.

   4.2 Block 1.8, Price Limitation, shall be increased by $11,334,100, from $153,427,457 to $164,761,557.

4. The provisions relative to modification tasks as set forth in Amendment 15, Paragraph 5 are hereby deleted and replaced with the following:

The Contractor shall provide 3,000 modification hours, and an additional 200 transition hours to the Department for immediate use. Additional modification hours may be purchased in blocks of 1,000 hours with one month written notice to the Contractor's Account Manager. Six (6) one thousand hour blocks, for a maximum combined total of six thousand (6,000) additional modification hours, shall be available to the Department; however, the Contractor shall not be obligated to provide more than 3,000 additional modification hours in response to any single Department request and no more than 3,000 hours shall be in effect at any point in time. Any purchased modification hours may also be used as transition hours.

Modification and transition hours shall be non-lapsing, so that at the end of each State Fiscal Year, any unused modification hours and/or transition hours shall roll forward into the subsequent Fiscal Year. If there are unused modification hours or transition hours, including additional modification hours, after the Cutover Date, all unused hours shall automatically expire and lapse without any obligation on the Contractor to credit or reimburse the State monies associated with such unused modification and/or transition hours.

5. The provisions of section 7.1.4 of the Contract relative to the terms of the Contract, are hereby amended by deleting Amendment 15, Paragraph 7 and replacing it with:

   5.1 The Contract completion date shall be extended from December 31, 2011 to February 28, 2013, providing for continued Operations support beginning January 1, 2012 through December 31, 2012 including up to three consecutive months of expanded operations support for transition to 5010 processing beginning January 1, 2012; one month of Post Cutover Support beginning January 1, 2013 through January 31, 2013; and a one-month period beginning February 1, 2013 through February 28, 2013 for completion of project termination activities.

   5.2 The Department, at its sole discretion and upon providing the Contractor with 120 days advance written notice, may establish earlier Cutover and Completion dates for this Contract. If an earlier Cutover date is established pursuant to this paragraph, the completion date shall be two months later, allowing for one month of Post Cutover Support and one month for the completion of project termination activities.

6. The Provisions of Amendment 15, Paragraphs 8 and 9 relating to an optional extension of the Operations period are hereby deleted.

7. The Contractor shall make the following improvements to the Operations infrastructure: purchase and install a new Server to support eligibility inquiries. All hardware and software purchased by the Contractor on behalf of the Department shall be added to the Department inventory list and the hardware shall become the property of the State upon termination of the Contract. Software shall be transferred subject to the provisions of Amendment 11, Paragraph 11. Decisions regarding disposition of all equipment shall be made by the Department in accordance with agreements outlined in *Amendment 14 Attachment 2, Transition Deliverables.*

8. The provisions relative to the pricing schedule as set forth in Amendment 15, Paragraph 15 amending Paragraph 5.5 of the original contract are hereby deleted and replaced with the following:

   8.1 The Department shall make monthly payments for each month of the Operations support period through the Cutover date as established under Paragraph 5 of this Amendment.

Operations support in this Amendment includes system maintenance, fiscal agent operations support, system modifications, infrastructure upgrades, modification and transition hours, and all transition deliverables. The monthly payments shall be in the amount of $780,000 per month up to an amount not to exceed $9,360,000. If the Department has elected an earlier cutover date pursuant to Paragraph 5.2 of this Amendment, the monthly payments shall be made only for the months of the revised Operations support period.

8.2 For the three-month period of January 1, 2012 through March 31, 2012, the monthly payment for Operations support shall be increased by $127,400 per month, up to an amount not to exceed $382,200, for expanded operations in support of the transition to HIPAA-compliant 5010 transaction processing. The Contractor at its discretion may reduce the monthly payment obligation for 5010 expanded Operations support if it determines that sufficient progress has been made by healthcare providers in adjusting to the 5010 transaction processing system.

8.3 The total cost for Operations support provided for in Paragraphs 8.1 and 8.2 of this Amendment shall not to exceed $9,742,200.

8.4 The cost for any additional blocks of modification hours purchased by the Department shall be invoiced at the end of the month that the hours become available. The Department shall pay the Contractor $135,000 for each additional block of modification hours up to a maximum amount of $810,000, which shall be in addition to the payments set forth in Paragraphs 8.1 and 8.2 above.

8.5 Payment for the Post Cutover Support period shall be made in a single monthly payment in the amount of $ 361,900. The Contractor may invoice for this period upon conclusion of the Post Cutover Support period as defined in Paragraph 5.1 and 5.2 of this Amendment 17. The Department shall process the invoice for payment upon receipt of all the deliverables described in *Attachment 4 to Amendment 14*.

8.6 Payments for the Image Conversion Services shall be made in accordance with the schedule identified in *Attachment 3 Image Conversion*. In the event the Department exercises the early Completion date option established in Paragraph 5.2 of this Amendment, the Department's obligation for Image Conversion payments shall be limited to deliveries of those images applicable to the revised Operations support period.

8.7 The parties agree that the cost to implement the business contingency plan to be developed and agreed upon by the parties in accordance with Attachment 7 to Amendment 16 of the Contract shall be as determined by the requirements of said plan and in no event shall exceed $400,000. The Contractor shall invoice the Department in equal monthly payments distributed across the time period the business contingency plan is in effect.

8.8 The Department shall have no obligation to make any payments to the Contractor for project termination activities which follow the month of Post Cutover Support.

9. The provisions relative to the pricing schedule as set forth in Amendment 15, Paragraph 17 are hereby deleted and replaced with the following:

This is a fixed price Contract, not to exceed the total Contract amount of $164,761,557, which includes an increase to the Amendment 16 price limitation of up to $11,334,100 for the

following: 1) Expanded Operations support including processing of HIPAA-compliant 5010 electronic transactions, one "SOC 1" Type 2 audit report, and Transition Deliverables specified in *Amendment 14 Attachment 2;* 2) A maximum of 6,000 additional, optional, modification hours; 3) Post Cutover Support services Specified in *Amendment 14 Attachment 4;* 4) Image conversion services specified in Attachment 3; and 5) Implementation of the 5010 business contingency plan provided for in Attachment 7 to Amendment 16 of the Contract.

10. *Amendment 15, Attachment 3 Image Conversion* is replaced in its entirety by *Attachment 3 Image Conversion* in this Amendment 17.

11. The provisions of Amendment 14, Paragraph 14 are replaced by the following sentence:

    No later than forty (40) working days after the end of the State Fiscal Year on June 30, 2012, the Contractor shall provide the Department of Health and Human Services a "SOC 1" Type 2 report in accordance with American Institute of Certified Public Accountants, Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization. The report will assess the design of internal controls and the operating effectiveness of the contractor. The reporting period shall cover the previous twelve months or the entire period since the previous reporting period.

12. Paragraph 7.5.13 *Most Favored Customer* (page 7-43) of the Contract effective April 21, 1993 is hereby deleted.

IN WITNESS WHEREOF, the parties have set their hands as of the date below:

State of New Hampshire
Department of Health and Human Services

Date: 11/28/11

Nicholas A. Toumpas
Commissioner

HP Enterprise Services, LLC

Date: 11.14.2011

Diane M. Evenson
Regional General Manager
State and Local Healthcare
HP Enterprise Services, LLC

STATE OF WI

COUNTY OF Dane

On this the 14 day of Nov 2011, before me, Marie Bornitke the undersigned officer, personally appeared Diane M. Evenson who acknowledged herself to be the Regional General Manager of State and Local Healthcare of HP Enterprise Services LLC, a limited liability company, and that she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Regional General Mgr.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace
My commission expires: 3.23.14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

By: _____
Jeanne P. Herrick, Attorney

Date: 18 NOV. 2011

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

## ATTACHMENT 3

### Image Conversion

The Contractor shall provide, based on the delivery schedule in the following table, converted FileNet and OnDemand images consistent with the four deliveries of converted images provided under Contract Amendment 13. Specific delivery details have been agreed to using the system life cycle methodology applied to projects on the New Hampshire AIM System. The delivery date is dependant on the State providing the destination device by the designated device requirement date for each delivery. The State and the Contractor agree that deliveries 1 to 11 have been completed. The Contractor shall be eligible for reimbursement by deliverable as outlined in the following schedule. The delivery schedule may be modified upon mutual agreement between the State and the Contractor and as updated in the Transition Plan. In the event that actions taken under Paragraph 6.3 of this Amendment establish an earlier Cutover date, only those deliveries occurring up to and/or spanning the new period of Operations shall be required. In any event, the final delivery shall include all remaining images and reports not previously delivered through to the new Cutover date, and the final delivery shall be delivered to the Department within 5 days following the end of operations.

| Image Deliverable Number | Device Requirement Date | Delivery Date | Images | Payment |
|---|---|---|---|---|
| 1. | n/a | Delivered 10/18/06 | FileNet: Samples from both Imaging Automation claims image solution and FileNet<br>OnDemand: samples from 4 different reports | $14,000<br>Paid in full |
| 2. | n/a | Delivered 12/18/2007 | FileNet : Available production images through 12/27/06<br>OnDemand: Available report images through 9/30/07 | $26,000<br>Paid in full |
| 3. | n/a | Delivered 7/10/2008 | FileNet: Available production images from 10/28/06 through 4/30/08<br>OnDemand: Available report images from 10/1/07 to 4/30/08 | $5,000<br>Paid in full |
| 4. | n/a | Delivered 12/11/2008 | FileNet: Available production images from 5/1/08 to 10/31/2008<br>OnDemand: Available report images from 5/1/08 | $5,000<br>Paid in full |

| Image Deliverable Number | Device Requirement Date | Delivery Date | Images | Payment |
|---|---|---|---|---|
| | | | through 10/31/08 | |
| 5. | 06/15/09 | 08/3/09 | Available images from 11/1/08 to 06/30/09 | $5,000 Paid in full |
| 6. | 10/15/09 | 12/19/09 | Available images from 7/1/09 through 10/31/09 | $5,000 Paid in Full |
| 7. | 04/10/10 | 08/15/10 | Available images from 11/1/09 through 06/30/10 | $5,000 Paid in Full |
| 8. | 10/01/10 | 11/17/10 | Available images from 07/01/10 through 10/31/10 | $5,000 Paid in Full |
| 9 | 01/01/11 | 03/16/11 | Available images from 11/01/10 through 2/28/11 | $5,000 Paid in Full |
| 10. | 06/01/11 | 07/15/11 | Available images from 3/1/2011 through 6/30/11 | $5,000 Paid in Full |
| 11 | 09/01/11 | 10/12/11 | Available images from 7/01/11 through 9/30/11 | $5,000 Paid in Full |
| 12. | 11/15/11 | 1/13/12, if extension option exercised | Available images from 10/1/11 through 12/31/11 | $5,000 |
| 13. | 2/17/12 | 4/16/12 | Available images from 01/01/12 through 03/31/12 | $5,000 |
| 14. | 5/18/12 | 7/16/12 | Available images from 04/01/12 through 06/30/12 | $5,000 |
| 15. | 9/05/12 | 10/15/12 | Available images from 07/01/12 through 09/30/12 | $5,000 |
| 16. | 11/15/2012 | 1/11/2013 | Available images from 10/01/12 through 12/31/12 | $5,000 |

I. FileNet Image Conversion Requirements

A. Solution Description: The contractor shall execute the process to extract all available images from FileNet and convert them to TIF format that was developed and executed to meet the requirements of contract Amendment 13. The images shall then be copied onto a device and delivered to the State. The data shall include all available images and supporting information up to a specific date based on the delivery table above. Subsequent data files shall include only the images and supporting information since the previous delivery. The information shall be hand delivered to the State of New Hampshire for appropriate distribution. An inventory of all claims

images included in the file as well as a list of paper TCN's that do not have corresponding images shall be provided with each delivery. The process shall be executed multiple times as outlined in the delivery table above.

B. Delivery Specifics: The following provides additional details with regard to the delivery of the images:

- An inventory of all Claims images included in a delivery of images as well as a list of paper TCNs that do not have corresponding images shall be provided
- FileNet images: Created using the FileNet API to extract the images and convert them to TIF images.
- Index File: Provided in a plain text, comma-delimited (CSV) format consistent with the index format provided with the sample images delivered on October 18, 2006. The index files shall contain the following fields as available:
  - TCN
  - Endorsement Number
  - Provider ID
  - MID
  - Scan Date
  - Reject Reason Code:

II. On Demand Image Conversion Requirements

A. Solution Description The Contractor shall execute the process developed and executed to meet the Requirements of contract Amendment 13 to convert and transfer the existing NH AIM OnDemand data to a device provided by the State. The data shall include all available OnDemand reports and associated information. Subsequent data files shall include only the reports since the previous delivery. The information shall be hand delivered to the State of New Hampshire for appropriate distribution.

B. Delivery Specifics The following provides additional details with regard to the delivery of the images:

- An inventory of all reports included in the files shall to be provided with each delivery.
- The output files are ASCII text files with UNIX-style end-of-line characters. In addition, some files shall have ANSI-defined printer control characters. These characters are often used in report generation by COBOL programs to control the printing of the reports at the printer. These characters would be located in the first character of a given print line.
- The Contractor shall deliver the Application Summary report reflecting the current report definition, including index
- Each report shall be given its own directory. Each directory shall contain one file for each generation of the report and one index file.

There is one exception to this directory structure, the fndr220 report (RA's). The fndr220 directory contains one sub-directory for each time the report was created (once per week). Each of those contains two sub-directories. One contains the entire RA report for the week; the other contains the RA report split into a separate report file for each Provider listed on the full report. The index file resides in the weekly sub-directory and lists all of the reports given in that week's "Provider Split" directory.

- Index files shall be provided in a plain text, comma-delimited (CSV), "reportname.txt" file. The global index files shall contain the following data elements, as available:
    - Occurrence of Report
    - Report Date
    - Provider ID (for Remittance Advice only)
    - Collection Time
    - File Size

## NH Department of Health and Human Services

## STANDARD EXHIBIT D

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: NL
Date: 11-14-11

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

HP Enterprise SVD From: 12·31·11 To: 2·28·13
(Contractor Name) (Period Covered by this Certification)

General Regional Manager - East
(Name & Title of Authorized Contractor Representative)

Diane M Ericson 11·14·11
(Contractor Representative Signature) (Date)

Contractor Initials: DE
Date: 11 | 14 | 11

**NH Department of Health and Human Services**

**STANDARD EXHIBIT E**

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

Programs (Indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: through

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Diane M Gullion — (Contractor Representative Signature)

GENERAL REGIONAL MANAGER-EAST — (Authorized Contractor Representative Name & Title)

HP Enterprise Svo — (Contractor Name)

11.14.11 — (Date)

Contractor Initials: DG
Date: 11.14.11

## NH Department of Health and Human Services

## STANDARD EXHIBIT F

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials:

Date: 11-14-11

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Diane M Everson — General Regional Manager-East

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HP Enterprise Svp — 11·14·11

(Contractor Name) (Date)

Contractor Initials: DE

Date: 11-14-11

## NH Department of Health and Human Services

## STANDARD EXHIBIT G

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Diane M Ellerson — GENERAL REGIONAL MANAGER-EAST
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HP Enterprise Svo — 11-14-11
(Contractor Name) (Date)

Contractor Initials: DE
Date: 11-14-11

## NH Department of Health and Human Services

## STANDARD EXHIBIT H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Diane McEverson — General Regional Manager - East
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HP Enterprise Svc — 11.14.11
(Contractor Name) (Date)

Contractor Initials: DM
Date: 11.14.11

**NH Department of Health and Human Services**

**STANDARD EXHIBIT I**
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT**
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: _____
Date: 11-14-11

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

*m.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Seeurity Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

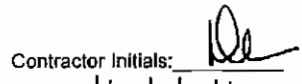
c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: 
Date: 11-14-11

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Diane M Evenson — Diane Evenson, Regional General Manager

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

HP Enterprise Services, LLC — 11·14·11

(Contractor Name) (Date)

Contractor Initials: DE
Date: 11-14-11
Page # _____ of Page # _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| | |
|---|---|
| | HP Enterprise SVS |
| The State Agency Name | Name of the Contractor |
| | Diane M Evenson |
| Signature of Authorized Representative | Signature of Authorized Representative |
| | DIANE M EVENSON |
| Name of Authorized Representative | Name of Authorized Representative |
| | General Regional Mgr |
| Title of Authorized Representative | Title of Authorized Representative |
| | 11.14.2011 |
| Date | Date |

Contractor Initials: dde
Date: 11.14.11

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 04-666-7523

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO x YES

**If the answer to #2 above is NO, stop here**

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO x YES

**If the answer to #3 above is YES, stop here**

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

# State of New Hampshire
## Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HP Enterprise Services, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on March 26, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of October, A.D. 2011

William M. Gardner
Secretary of State

## OFFICER'S CERTIFICATE

I, John H. Vestal, Assistant Secretary of HP Enterprise Services, LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), do hereby certify that:

(i) The Managers of the Company have delegated to the Finance Director, HPES WW New Business (the "FDNB") the authority to approve or disapprove, either upon standards that the FDNB may establish or within the absolute discretion of the FDNB or both, persons who, by such approval of the FDNB, are authorized to sign, on behalf of the Company, contracts, agreements and other documents and instruments; and

(ii) The FDNB has granted signature authority to Diane Evenson to sign, on behalf of the Company, contracts, agreements and other documents and instruments, and the same remains in full force and effect as of this date and has not been modified, rescinded, revoked, or altered in any way.

IN WITNESS WHEREOF, I have hereunto signed this Officer's Certificate on this 14th day of November, 2011.

John H. Vestal, Assistant Secretary
HP Enterprise Services, LLC

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared John H. Vestal, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be an Assistant Secretary of HP Enterprise Services, LLC and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said limited liability company.

Given under my hand and seal of office this 14th day of November, 2011.

Felecia R. Mills

FELECIA R. MILLS
Notary Public, State of Texas
My Commission Expires
October 21, 2013

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| MARSH RISK & INSURANCE SERVICES<br>CA LICENSE #0437153<br>777 S. FIGUEROA STREET<br>LOS ANGELES90017<br>Attn: Reginald Sutton:Tel: 213-346-5257,Fax 213-346-5836<br>J33445-Main-ALL-11-12 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Old Republic Insurance Co | 24147 |
| INSURER B : | Tell Tree Insurance Co | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

INSURED
HEWLETT-PACKARD COMPANY
HP ENTERPRISE SERVICES, LLC.
3000 HANOVER STREET, MS 1041
PALO ALTO, CA 94304-1181

**COVERAGES** **CERTIFICATE NUMBER:** LOS-001475329-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | MWZY 59329 | 09/30/2011 | 09/30/2012 | EACH OCCURRENCE | $ 2,500,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 2,500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,500,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ Not Applicable |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ Not Applicable |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | MWTB 21363 | 09/30/2011 | 09/30/2012 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,500,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | | | 470-1XL0066 | 09/30/2011 | 09/30/2012 | EACH OCCURRENCE | $ 500,000 |
| | X EXCESS LIAB / CLAIMS-MADE | | | "XS $2.5M SIR" | | | AGGREGATE | $ 500,000 |
| | DED / RETENTION $ | | | "OR UNDERLYING POLICY" | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | MWC 11716500 | 09/30/2011 | 09/30/2012 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) | N/A | | "As respects WC only, all states, | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | except CA, WA, OH, | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | and Monopolistic States" | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hewlett Packard subsidiary HP Enterprise Services, LLC is included as a named insured.

**CERTIFICATE HOLDER**

State of New Hampshire
Dept. of Health & Human Services
Attn: Office of the Commissioner
129 Pleasant Street
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Cynthia Gilat

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JFF


Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information
Officer


# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF HEALTH AND HUMAN SERVICES
# OFFICE OF INFORMATION SERVICES


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October 19, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

## REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source,** contract amendment (Amendment 16) to an existing contract (Purchase Order 101844) with HP Enterprise Services, LLC, 5400 Legacy Drive, Plano, Texas 75024 (formerly Electronic Data Systems, LLC) a Delaware corporation, (Vendor 176027), to enable system modifications to New Hampshire's legacy Medicaid Management Information System by increasing the price limitation by $675,000 from $152,752,457 to an amount not to exceed $153,427,457, effective October 26, 2011 or date of Governor and Executive Council approval, whichever is later through December 31, 2011. The Governor and Executive Council approved the original contract on April 28, 1993 (Item #81) and Amendment 15 on August 11, 2010 (Item # 40).

Funds to support this agreement are available in State Fiscal Year 2012 with authority to adjust amounts between State Fiscal Years if needed and justified.

**05-95-95-954010-5952, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES**

| State Fiscal Year | Class Object | Class Title | Current Modified Budget | Increase/ (Decrease) | Revised Modified Budget |
|---|---|---|---|---|---|
| SFY 1993 | 102/500731 | Contracts for Program Services | $5,234,570.00 | $0 | $5,234,570.00 |
| SFY 1994 | 102/500731 | Contracts for Program Services | $86,071.00 | $0 | $86,071.00 |
| SFY 1995 | 102/500731 | Contracts for Program Services | $4,604,404.00 | $0 | $4,604,404.00 |
| SFY 1996 | 102/500731 | Contracts for Program Services | $4,824,960.00 | $0 | $4,824,960.00 |
| SFY 1997 | 102/500731 | Contracts for Program Services | $4,930,100.00 | $0 | $4,930,100.00 |
| SFY 1998 | 102/500731 | Contracts for Program Services | $5,038,550.00 | $0 | $5,038,550.00 |
| SFY 1999 | 102/500731 | Contracts for Program Services | $7,898,000.00 | $0 | $7,898,000.00 |
| SFY 2000 | 102/500731 | Contracts for Program Services | $7,898,000.00 | $0 | $7,898,000.00 |
| SFY 2001 | 102/500731 | Contracts for Program Services | $9,778,500.00 | $0 | $9,778,500.00 |
| SFY 2002 | 102/500731 | Contracts for Program Services | $9,311,000.00 | $0 | $9,311,000.00 |

| State Fiscal Year | Class Object | Class Title | Current Modified Budget | Increase/ (Decrease) | Revised Modified Budget |
|---|---|---|---|---|---|
| SFY 2003 | 102/500731 | Contracts for Program Services | $12,733,776.00 | $0 | $12,733,776.00 |
| SFY 2004 | 102/500731 | Contracts for Program Services | $14,260,200.00 | $0 | $14,260,200.00 |
| SFY 2005 | 102/500731 | Contracts for Program Services | $7,786,187.00 | $0 | $7,786,187.00 |
| SFY 2006 | 102/500731 | Contracts for Program Services | $7,929,125.00 | $0 | $7,929,125.00 |
| SFY 2007 | 102/500731 | Contracts for Program Services | $8,329,000.00 | $0 | $8,329,000.00 |
| SFY 2008 | 102/500731 | Contracts for Program Services | $10,299,100.00 | $0 | $10,299,100.00 |
| SFY 2009 | 102/500731 | Contracts for Program Services | $8,838,504.00 | $0 | $8,838,504.00 |
| SFY 2010 | 102/500731 | Contracts for Program Services | $9,000,120.00 | $0 | $9,000,120.00 |
| SFY 2011 | 102/500731 | Contracts for Program Services | $9,258,290.00 | $0.00 | $9,258,290.00 |
| SFY 2012 | 102/500731 | Contracts for Program Services | $4,714,000.00 | $675,000.00 | $5,389,000.00 |
| TOTAL | | | $152,752,457.00 | $675,000.00 | $153,427,457.00 |

**EXPLANATION**

Given the nature of the project this requested action is sole-sourced to HP Enterprise Services, LLC. HP Enterprise Services, LLC is the current fiscal agent for the Department of Health and Human Services Medicaid program and is responsible for the operation, system maintenance, and modification of the NH AIM system. HP Enterprise Services, LLC is the only technical resource that can complete the technical design, development, testing, and implementation of the changes to the NH AIM legacy Medicaid Management Information System required to make it able to handle 5010 formatted transactions by December 31, 2011 without introducing significant risk that could jeopardize the 5010 implementation.

Competitive bids were sought for the original Medicaid Management Information System reprocurement and Electronic Data Systems, LLC contract award in 1993. HP Enterprise Services, LLC (Electronic Data Systems, LLC at the time) was the only firm to submit a bid. The Department of Health and Human Services and federal representatives assured themselves at that time that prices quoted by HP Enterprise Services, LLC(then Electronic Data Systems, LLC ) were reasonable and fair and were comparable to the HP Enterprise Services, LLC(then Electronic Data Systems, LLC) proposals approved in Vermont and Rhode Island for Medicaid Management Information System systems implemented in those states.

This request is in response to provisions of Federal Regulations at 45 CFR 162, "Health Insurance Reform; Modifications to the Health Insurance Portability and Accountability Act Electronic Transaction Standards" which mandates the upgrading of electronic transactions and code sets utilized by states' Medicaid Management Information System from 4010 versions of the original Health Insurance Portability and Accountability Act standards to version 5010 by January 1, 2012.

The emergency situation driving this expedited, sole source action is a result of a combination circumstances. The Department of Health and Human Services did not initially consider remediating the legacy NH AIM Medicaid Management Information System for 5010 processing because the new Medicaid Management Information System is being enhanced to be 5010 compliant and was going to go-live on October 1, 2011. However, extending the go-live date of the new Medicaid Management Information System into the

summer of 2012 meant that NH AIM would need to continue to operate and process electronic claims transactions beyond the 5010 compliance date of January 1, 2012. A gap was created.

Many providers have already enhanced their systems to produce 5010 transactions. Those providers have informed the Department of Health and Human Services that it will not be possible for their systems to isolate transactions for the NH Medicaid program and to send those transactions in a 4010 format. The federal Centers for Medicare and Medicaid Services advised the Department of Health and Human Services that the Department will need to implement a contingency strategy that at a minimum would allow it to receive, translate, and return 5010 transactions.

In an effort to close the gap and to implement a solution that would sustain uninterrupted processing and claims reimbursement to NH Medicaid providers, the Department of Health and Human Services met with HP Enterprise Services, LLC and other contractors involved developing solutions to the 5010 requirements within the new Medicaid Management Information System, including Affiliated Computer Systems, Inc. and Edifecs, to determine possible solutions that could be implemented by December 31, 2011. Several meetings were held during July and August. It was determined that the most expedient, cost-effective, and least risky alternative was to remediate external components of NH AIM, including upgrading the translator software, to be able to take in and return 5010 transactions.

Once the decision was made to remediate NH AIM, the Department implemented a two-pronged strategy in order to have any chance of implementing the solution by the January 1, 2012 compliance date. The Department 1) authorized immediate initiation of the project utilizing available system modification hours authorized in the current Contract and 2) simultaneously began preparing a sole source request for approval by the Governor and Executive Council to amend the existing Contract with HP Enterprise Services, LLC to expand the scope of services and increase the funding as necessary to complete the effort.

Under this approach, approximately 1,400 modification hours authorized in the current contract for general system maintenance and other modifications have been reallocated by the Department to the system analysis, business requirements definition, and business design for the 5010 remediation effort. This Amendment requests approval to proceed with the remaining phases of the project including Technical Design and Development, System Integration Testing, Operational Readiness Planning, Trading Partner Testing, and Implementation. This action also requests approval to purchase an additional 1,400 modification hours to replenish the pool of modification hours through to the end of the Contract. Replenishment of the hours reallocated to the 5010 project is necessary to complete other important Department projects that are already in progress or are authorized for this calendar year.

This 5010 system enhancement project is a complicated effort that must be implemented on a very aggressive timeline to make the NH AIM legacy system ready to handle 5010 formatted transactions by the federal compliance date of January 1, 2012. The system changes are confined to components of the NH AIM Medicaid Management Information System. The project's scope has been streamlined to include only those changes necessary to receive, translate, and return 5010 electronic data interchange transactions. The focus is to modify external system components and not to impact the core internal adjudication processes of the system.

The electronic data interchange transactions that are covered under the scope of work for this effort are as follows:

- 837P Health Care Claims: Professional
- 837I Health Care Claims: Institutional

- 837D Health Care Claims: Dental
- 835 Health Care Claims: Payment/Advice
- 270 Health Care Eligibility Benefit Inquiry
- 271 Health Care Eligibility Benefit Response
- 276 Health Care Claim Status Request
- 277 Health Care Claim Status Response
- U277 Unsolicited Health Care Claim Status Notification

This solution does not make the NH AIM System fully 5010 compliant. It addresses the most immediate need to be able to exchange these transactions with providers and to translate the data received into a format that the NH AIM system can process for payment. This interim solution will enable the Department to continue to process claims and pay NH Medicaid providers in a timely manner for essential services provided to NH Medicaid beneficiaries. Given the aggressive timeline, there are a number of risks that need to be mitigated successfully to meet the January 1, 2012 date. Department of Health and Human Services will work with HP Enterprise Services, LLC to develop and execute a contingency plan to ensure that the flow of payments to providers is not interrupted.

Until the implementation of the new Medicaid Management Information System is achieved, the Department of Health and Human Services continues to require modifications to the legacy Medicaid Management Information System to remain in compliance with federal or legislatively mandated programmatic changes. Throughout the duration of this Contract the Department of Health and Human Services, the Department of Information Technology, and the Contractor, HP Enterprise Services, LLC , have continued to maintain a very collaborative and productive relationship. The Department of Health and Human Services works with the Contractor to implement the most efficient and least expensive solution to effectively support the Department of Health and Human Services business need. The Contractor also continues to provide essential historical and background technical information at the request of the Department of Health and Human Services that is used by the New Hampshire Medicaid Management Information System project team in making decisions about data conversion and/or transitioning operations to the new Medicaid Management Information System.

If this requested action is not approved and the solution is not implemented by December 31, 2011 the NH Medicaid program will not be able to process the approximately 500,000 per month electronically submitted claims and other 5010 transactions from NH Medicaid providers on January 1, 2012. It will critically and adversely impact the Department's ability to pay providers approximately $70,000,000 per month for authorized services rendered, creating a financial problem for NH Medicaid providers. The federal government has the authority to assess a minimum financial penalty against the Department of $100 for every single non-compliant transaction. The number of electronic transactions processed by the Medicaid Management Information System is approximately 942,748 per month.

Source of Funds: 75% federal funds and 25% general funds.

Area Served: Statewide.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

William L. Baggeroer
Chief Information Officer

Approved by:
Nicholas A. Toumpas
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HUMAN SERVICES
6 Hazen Drive Concord, NH 03301-6521

Harry H. Bird, M.D.
Lloyd W. Peterson
TDD Access Relay NH

April 8, 1993

APPROVED
GOVERNOR & COUNCIL
APR 28 1993
ITEM NUMBER
81

His Excellency, Governor Stephen E. Merrill
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Division of Human Services to accept and expend additional federal funds in the amount of $2,093,828, effective the date of Governor and Council approval, through June 30, 1993, and further authorize the Comptroller to allocate these additional federal funds as follows:

SFY 1993

| Account Number | Account Title | Current Modified Budget | Additional Accepted Amount | Revised Modified Budget |
|---|---|---|---|---|
| 025-045-6147-000 | Federal Funds | 256,932,700 | 2,093,828 | 259,026,528 |
| 025-045-6147-003 | Assess. Funds | 195,473,407 | -0- | 195,473,407 |
| 025-045-6147-005 | County Funds | 1,008,000 | -0- | 1,008,000 |
| 025-045-6147-009 | Nurs. Recovery | 350,000 | -0- | 350,000 |
| 025-045-6147-090 | Provider Pay. | 121,658,163 | 2,093,828 | 123,751,991 |
| 025-045-6147-091 | Disp. Share | 390,946,815 | -0- | 390,946,815 |
| 025-045-6147-092 | DCYS Case Mgt. | 287,900 | -0- | 287,900 |
| 025-045-6147-093 | DPHS Vaccines | 181,519 | -0- | 181,519 |

2. Subject to the approval of section one, above, authorize the Division of Human Services to enter into a contract with E.D.S. Federal Corporation, Herndon, VA, (vendor number 61490), in the amount of $27,515,030, effective April 1, 1993, or date of Governor and Council approval, through June 30, 1998. Funds are available and should be encumbered as follows:

| | | | |
|---|---|---|---|
| SFY 1993 | 025-045-6147-090-0252 | Prov. Pay. | $ 5,234,570 |
| SFY 1994 | 025-045-6126-098-0252 | Fiscal Agent | $ 2,918,950 |
| SFY 1995 | 025-045-6126-098-0252 | Fiscal Agent | $ 4,567,900 |
| SFY 1996 | 025-045-6126-098-0252 | Fiscal Agent | $ 4,824,960 |
| SFY 1997 | 025-045-6126-098-0252 | Fiscal Agent | $ 4,930,100 |
| SFY 1998 | 025-045-6126-098-0252 | Fiscal Agent | $ 5,038,550 |
| | | Total | $27,515,030 |

EXPLANATION

Approval of the above requested actions completes the first stage of a federally required, competitive reprocurement of the State's Medicaid Management Information System (MMIS). The MMIS is the claims processing and payment system used by the Department of Health and Human Services to reimburse providers for medically-related services provided to nearly sixty thousand low income and needy children and adults statewide.

This reprocurement effort began in October, 1991 and was essentially completed March 1, 1993 with the approval and release of a Contractor Selection Report. A copy of that report is attached to this letter and details more fully the process and results of the reprocurement.

Also, attached are copies of the approval letter dated March 24, 1993 from Robert A. Parks, Director of the Office of Information Technology Management, and one dated April 6, 1993 from Ronald Preston, Ph.D., Associate Regional Administrator, US Health Care Financing Administration.

Requested action number (1) accepts additional federal funds representing the difference between a budgeted fifty (50%) percent federal funds in the Provider Payments account and the ninety (90%) percent approved enhanced federal funds for the design, development and installation of the new MMIS. The calculation is derived simply by taking the difference of $5,234,570 multiplied by ninety (90%) percent and the same amount multiplied by fifty (50%) percent. The new MMIS is expected to be operational January 1, 1994.

Requested action number (2) seeks approval of the design, development and installation of the new MMIS and the actual operations of the new MMIS for four and one-half years. The actual contract has an option for three one-year extensions at the option of the State and the Contractor, subject to the approval of both the federal government and the Governor and Council.

As indicated above, design, development and installation is approved at the enhanced federal financial participation rate of ninety (90%) percent. Ongoing operations of a certified MMIS are reimbursed at the enhanced seventy-five (75%) percent rate.

Competitive bids were sought for this reprocurement, however, EDS was the only [illegible] submit a bid. A list of the firms to whom requests for proposals were forwarded is attached for your information.

While EDS was the only bidder, the Department and the federal government have assured themselves the prices quoted for the work proposed by EDS is reasonable and fair, and comparable to the EDS proposals submitted to, accepted

and approved in both Vermont and Rhode Island for their new MMIS systems. EDS has been our Medicaid fiscal agent since July 1, 1985 and the Department has been satisfied with EDS' performance.

The services performed under this contract will be statewide in nature.

Finally, considerable discussion has occurred nationally of late about possible changes in the federal administration and distribution of medical benefits to low income individuals. This proposed contract has the State's standard language regarding it's conditional nature subject to the continued appropriation and availability of federal and state funds. Further, the contract's Standard Terms and Conditions include provisions for termination should such an action be necessary due to changes in federal law, rule or regulation.

Respectfully submitted,

Lloyd W. Peterson, Acting Director
Division of Human Services

Approved by:
Harry H. Bird, M.D.

JPFEDS: 10-12